

Memorandum of Agreement

by and between the
New England Police Benevolent Association, Inc., Local 89, and
The Town of Carver, Massachusetts

The Town of Carver ("the Town") and the New England Police Benevolent Association, Inc., ("Local 89") hereby agree to modify the collective bargaining agreement between the Town and Local 89, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered *off-the-record* until ratified by Local 89's membership and the Town. The bargaining teams shall sponsor and support such ratification

WHEREAS, the Town and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. **Article XIII** Base Pay Rates *revise*

		FY20 (7/1/19)	FY21 (7/1/20)	FY22 (7/1/21)
COLA		1.50%	2.00%	2.00%
Patrolman 1	9M-	\$54,153.01	\$55,236.07	\$56,340.79
Patrolman 2	9M+	\$56,629.46	\$57,762.05	\$58,917.29
Patrolman 3	2+	\$59,103.45	\$60,285.52	\$61,491.23
Patrolman 4	3+	\$61,577.46	\$62,809.01	\$64,065.19
Patrolman 5	10+	\$63,684.37	\$64,958.06	\$66,257.22
Patrolman 6	15+	\$64,641.30	\$65,934.12	\$67,252.80

A one-time signing bonus of five hundred dollars \$500.00 for each member of the bargaining unit during first month of FY20 (not to be included in base).

2. **ARTICLE VII** DETAILS *revise and add*

- Effective July 1, 2019, the parties agree to amend Article VII, "Details," by providing for a current detail rate of Fifty dollars per hour (\$50.00).
- Detail rate for outside the work hours of 7am-4pm M-F and holidays as listed in Article XII shall be paid at one and one-half (1½) times the detail rate.
- Details requested less than 24 hours in advance shall be paid at a minimum of 8 hours detail pay. If a private vendor cancels a detail within 4 hours of start time, the officer shall be paid a minimum of 4 hours detail pay. Town details; 4 hour minimum then hour for hour over 4 hours.

3. **ARTICLE XIII – Wages** – Revise unit B wage table as follows.

	FY20 (7/1/19)	FY21 (7/1/20)	FY22 (7/1/21)
Yr 1	\$ 68,693.72	\$ 71,843.31	\$ 73,280.18
Yr 5	\$ 71,131.99	\$ 73,854.92	\$ 75,332.02
Yr 10	\$ 73,238.92	\$ 75,922.86	\$ 77,441.32
Yr 15	\$ 73,970.05	\$ 78,048.70	\$ 79,609.67

4. **ARTICLE XXIV DURATION** - *Change the dates to read as follows:*

- This 3 year Agreement between the Employer and the Union will be in effect July 1, 2019 and shall continue in full force and effect to and including Midnight June 30, 2022. During the successor contract negotiations, the terms of this agreement shall remain in full force and effect. Unless explicitly stated otherwise, all provisions of this agreement shall be effective upon the date of execution.

5. **ARTICLE XXXII COMMUNITY SERVICE/SCHOOL RESOURCE OFFICER**

- Change Community Service/School Resource Officer to \$4,000 from \$2,750.
- Change Armorer to \$2,000 from \$1,750.

6. **ARTICLE XVII: EDUCATIONAL INCENTIVE** - Section 2. *Revise language*

- Permanent full-time police officers hired prior to August 1, 2012, shall be eligible for benefits under Section 1 above. Employees hired as full-time police officers by the Town of Carver after August 1, 2012, shall be eligible for an educational incentive of three thousand five hundred (~~\$3,000~~) (\$3,500) dollars for an Associates Degree in Law Enforcement, five thousand five hundred (~~\$5,000~~) (\$5,500) dollars for a Bachelors Degree in Law Enforcement and six thousand five hundred (~~\$6,000~~) (\$6,500) dollars for a Masters Degree in Law Enforcement by an accredited college or university. *Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with Article XIII herein), and other compensable leave, and shall be deemed and is regular compensation (defined by M.G.L. c.31s1) for pension/ retirement purposes to the extent allowed by law and shall be part of their weekly compensation.*

7. **ARTICLE VI: OVERTIME** adding:

- In lieu of overtime pay. Employees may opt to take compensatory time at a rate of one and one-half (1 ½) times each overtime hour worked. Compensatory time will be capped at four hundred eighty (480) hours per member at any given time.

8. **ARTICLE XXVIII and XXIX DETECTIVE POSITION, ADMINISTRATIVE SERGEANT AND COURT OFFICER/DETECTIVE** - *Revise language and add*

- The Union agrees to support and assist in the Chief's request to reorganize the Police department. The union shares the Chief's belief that by adding a Deputy Chief and Detective Unit, will be beneficial to the Town, the Union and more importantly the Community. By reorganizing, it allows room to an expanded the detective division as well as offering members additional opportunities to utilize their individual skill sets. This will require rescinding of civil service for the deputy chief position before it is created.
- *The Union supports and recommends the Town file an application to the Legislature of the Commonwealth of Massachusetts to exempt the "Deputy Chief" position only from G.L. c. 31, Civil Service. The warrant article to revoke Civil Service for Deputy Chief will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) f of the Carver Police Department.*
- The duties of the Administrative Sergeant will be assigned to the Deputy Chief starting on or about July 1, 2020, the Swing Shift Sergeant, detectives, or other positions as determined by the Chief as previously agreed to by the Union. Section XXIX (Administrative Sergeant) shall be modified by the Chief upon appointment of the Deputy Chief. Section XXVIII (Detective) shall be modified by the Chief upon the appointment of one or more detectives.
- All future promotional of union personnel will be conducted through an assessment center conducted by the Chief.

- Implementation of a detective division: The detective division shall consist of two or more detectives. Members of the detective division shall be assigned to an administrative five and two work schedule, (eight hour shift as determined by the chief) and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. With respect to overtime, the detectives shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours. The detectives will be assigned a car and may take it home.
- The Administrative Sergeant (until replaced by Deputy Chief) and Detectives(s) shall receive an annual differential of \$4,000 from \$2,750.

This Agreement is subject to ratification by the Town of Carver Board of Selectmen and by New England Police Benevolent Association, Inc, Local 89 and to appropriation by Town Meeting. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Carver and by New England Police Benevolent Association, Inc., Local 89

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this 4th day of June 2019,

TOWN OF CARVER,
By its Bargaining Team,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 89,
By its Bargaining Team, duly authorized,



















